



880 Harrison Street, SE • P.O. Box 4000 • Leesburg, Virginia 20177-1403 • [www.lcsa.org](http://www.lcsa.org)

## **DEVELOPER'S GUIDE TO LCSA EASEMENTS**

### **June 2007**

The Loudoun County Sanitation Authority (LCSA) is pleased to introduce the "Developer's Guide to LCSA Easements", which has been prepared to clarify the Authority's easement standards and policies and our two easement processes—the "LCSA Only" process and the County/LCSA joint process (known as the "Signature Deed" process).

During the past several months, the Authority has adopted many new policies and procedures with regard to easements:

1. The titles of the standard "LCSA Only" easement documents have been changed from "Easement Agreement" to "Deed of Easement". This change was made to clearly differentiate between "Agreements" and "Easement Agreements" and to eliminate confusion.
2. All "LCSA Only" Deeds will now be executed by LCSA. In the past, only those Deeds vacating existing LCSA easements were required to be executed by our General Manager's Office.
3. With the exception of Deeds of Vacation, LCSA will no longer prepare easement documents in support of land development applications. Instead, the developer, or his designee, will prepare the appropriate Deed of Easement (which are available on our website), or will submit a draft deed prepared by his/her legal counsel, and will submit a draft deed for review with the easement plat.
4. Where LCSA is the only grantee, LCSA has always assumed the task of actual recordation of easement documents, as well as payment of the associated recordation fees. The developer, or his designee, is now responsible for the recordation, including all fees, and insuring that LCSA receives copies of the recorded deed and plat. Construction permits will not be issued until the recorded documents are received. Where easements are being dedicated through the County/LCSA joint easement process, construction permit requirements have not changed.

5. Where LCSA is the only grantee, a Title Report for each PIN subject to the easement now must be included with the draft deed/plat package. In the past, Title Reports have been required only when condemnation has become necessary.
6. A completed LCSA "Easement Plat Checklist" is now required to be submitted with draft easement plats.
7. A completed "'LCSA Only" Easement Processing Request" or "Signature Deed Processing Request and Checklist", as appropriate, is required for each easement document/plat submitted for review and/or execution.
8. Incomplete easement packages, or packages containing materials other than, or in addition to, the requirements identified in the processing request, will be returned without processing.
9. The minimum turnaround time for processing of signature deeds and plats (County/LCSA joint documents) is five (5) days.
10. Previously downloaded standard LCSA easement documents or language should be carefully reviewed against the language contained in the Guide, or should be destroyed and the revised language and documents downloaded from our website: [www.lcsa.org](http://www.lcsa.org). Look under "Construction Information", then "Easements". You also will find this guide and the easement forms described herein.

Please note that the Authority has recently installed a new telephone system, and each employee now has a direct-dial number, which is (571) 291 + his/her old extension number. The new main number is (571) 291-7700.

Should you have any comments or questions about the contents of the Guide, please e-mail them to Joyce Jones at [joyce.jones@lcsa.org](mailto:joyce.jones@lcsa.org).



# **DEVELOPER'S GUIDE TO LCSA EASEMENTS**

**June 2007**

**Engineering Division**

**Department of Land Development Programs**

**880 Harrison Street, N.E., P. O. Box 4000**

**Leesburg, Virginia 20177-1403**

**Phone: (571) 291-7700; Fax: (703) 779-2750**

**[www.lcsa.org](http://www.lcsa.org)**

*The Loudoun County Sanitation Authority will experience two major changes in the near future.*

*First, our operating name will be changing to "Loudoun Water". This name will be used for day-to-day operations. However, our legal name will remain "Loudoun County Sanitation Authority", and this name will continue to be used in all legal documents, such as easement deeds and plats. The new name will not affect easements in any way.*

*The second change is our forthcoming move to our new office building at our Ashburn facility, which should occur around the first part of 2008. At that time, our Leesburg office will be permanently closed.*



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## I. INTRODUCTION

Developers and/or individuals wishing to obtain public water and sanitary sewer service are responsible for construction of pipelines and appurtenances such as manholes, vaults, valves, and hydrants. The proposed construction plans must first be reviewed and approved by the Authority's Department of Land Development Programs. Where not located within the rights-of-way of public streets, water and sanitary sewer facilities are constructed within easements dedicated to the Authority or on land owned by the Authority. The approval process may include easement acquisitions. The project plans and profiles must be approved and all necessary off-site LCSA easements must be recorded prior to issuance of a construction permit for the project. *(Note: There are other requirements that must also be met prior to issuance of the construction permit. Please contact the Engineering Division's Administrative Section for construction permit information.)* Once constructed, ownership of the facilities is deeded to the LCSA.

## II. RESPONSIBILITY

The Engineering Division's Department of Land Development Programs is responsible for approving and processing all LCSA easements associated with land development projects.

## III. EASEMENT STANDARDS AND POLICIES

**A. Standard Easement Widths.** Water and sanitary sewer easement widths shall be a minimum of:

Condition	Pipe Diameter	Minimum Permanent Easement Width	Minimum Temporary Construction Easement Width
Within paved areas, including private streets	Less than 20 inches	10 feet	10 feet
Traversing unpaved areas	Less than 20 inches	15 feet	10 feet
All conditions for all pipes larger than 20 inches in diameter	20 inches or larger	20 feet	15 feet





- B. Location of Pipe.** All pipes shall be centered within easements, except where space is reserved for future pipelines.
- C. Exclusivity/Shared Easements.** All LCSA easements are exclusive. However, other utilities may cross LCSA easements at, or as nearly as possible, to a 90-degree angle. It is the Authority's policy not to share easements with other entities due to the safety and liability issues and inconveniences that are inherent with such practice.

Where overlapping of easements cannot be avoided, a License Agreement between the Authority and the owner of the other easement must be recorded in the Land Records of the Clerk of the Circuit Court prior to the start of any construction activities, including clearing and grading, within the easement.

- D. Extensions of Easements.** Whenever future extensions of the mains are deemed practical by the Authority, an easement shall be extended to the boundary of the site or subdivision.
- E. Fire Hydrant Easements.** All hydrants shall be placed within 10-foot-wide waterline easements.
- F. Meters and Water Service Lines.** Meters and water service lines (from the water main to the meter) shall be placed within 10-foot-wide waterline easements and shall extend to 5 feet beyond the meter on all sides. Where meters are located outside the LCSA water main easement, each individual meter easement (minimum 10 feet x 10 feet) shall be shown on the easement plat and shall be labeled with dimensions. Should individual meter locations be adjusted or moved outside the boundaries of the easement during construction, a Deed of Vacation and Dedication, with accompanying easement plat, vacating the original meter easement(s) and dedicating new easement(s) at the as-built location(s) shall be prepared and recorded among the land records of the Clerk of the Circuit Court.

- 1. Outdoor Meters.** All water meters located outside the public right-of-way or the boundaries of an LCSA waterline easement will be contained within minimum 10-foot by 10-foot LCSA waterline easements.
- 2. Indoor Meters.** No easement shall be placed on the service line nor on the meter.



- G. Fire Service Lines.** No easement shall be placed on a fire service line.
- H. Blanket Easements.** The use of “blanket” easements allows for the relocation of facilities within the easement boundaries without having to specify or show the actual locations of those facilities (e.g., meters and fire hydrants).
- I. Ownership vs. Easement.** It is the preference of the Authority that major facilities such as pumping stations and water storage tanks be located on lots for which ownership has been deeded to the Authority. The minimum lot size required by the Loudoun County Zoning Ordinance for this purpose is one-half (0.5) acre.

Perpetual easements in lieu of fee simple ownership must be specifically approved by the Authority prior to Utility Extension Request (UER) design review. The deed language to address the easement will be specified by LCSA at that time.

- J. Private Streets.** LCSA facilities located within private streets must be contained within appropriate water and sanitary sewer easements dedicated to the Authority.
- K. Community System Water and Wastewater Easements.** Easements to serve community water and wastewater systems will be addressed in separate guidelines.

#### IV. “LCSA ONLY” EASEMENTS

For LCSA easements proposed as part of a project (i.e., no County easements are being dedicated on the site), the “LCSA Only” process will be followed.

##### A. Deed of Easement

Developers have the option of submitting Deeds of Easement prepared by their attorneys or of completing the appropriate standard LCSA Deed of Easement (Appendix 1), which also are available on LCSA’s internet site—[www.lcsa.org](http://www.lcsa.org). Deeds prepared by attorneys must include the standard LCSA deed language, which may not be altered.



**B. Notary Block**

Effective July 1, 2007, the Commonwealth of Virginia notary public laws require notary blocks to be on the same page as the signature being notarized and that the notary's registration number appear on each notarial statement. All notary seals shall be reproducible.

**C. Easement Plat Review Requirements**

The developer, or his representative, shall submit an Easement Plat Review Request package containing the following:

1. A completed "LCSA Only" Easement Processing Request Form (Appendix 2).
2. Draft Deed of Easement. The deed must be prepared either using the appropriate standard LCSA Deed of Easement or by the applicant's legal counsel. Deeds prepared by legal counsel must contain all the Authority's standard deed language, which may not be altered.
3. One full-sized copy of the easement plat, prepared in accordance with LCSA's Easement Plat Checklist (Appendix 3).
4. Title Report for each property that is subject to the easement.

**D. Easement Review and Approval**

The easement plat and draft deed will be reviewed by the LCSA Project Engineer, who will advise the submitter of any revisions that may be required prior to plat or deed approval. Once approved, an approval letter will be sent to the submitter. The letter will advise the submitter that the Deed and plat have been approved and will advise the submitter to submit the original, executed Deed and a minimum of three (3) copies of the easement plat, showing the most recent revision date and with the surveyor's seal and signature.



**E. Deed Execution**

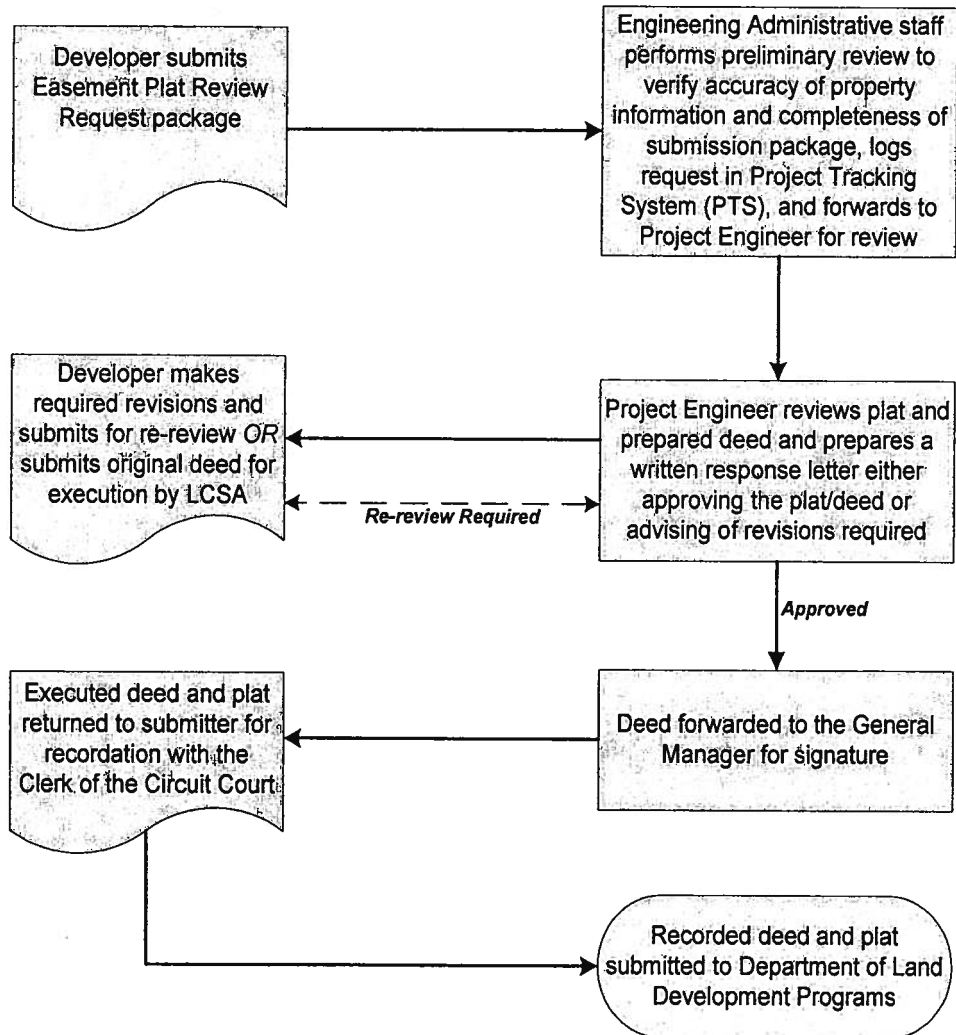
Prior to recordation all Deeds of Easement must be signed by:

1. **Owner(s) of Title.** Owners of title include all parties who have an ownership interest in the property. In some situations, such as property titled in the name of an estate or the owner has provided power of attorney to another individual, someone other than the property owner may sign the deed. However, in those cases, copies of the legal documentation that authorize such signature must be submitted to LCSA with the easement package.
2. **LCSA.** All Deeds of Easement must be signed by the General Manager or Deputy General Manager, particularly where vacations of previously recorded easements are involved. The original, executed Deed will then be returned to the submitter for recordation.

- F. Easement Recordation.** All "LCSA only" Deeds of Easement and their associated plats are recorded by the applicant in the Land Records of the Loudoun County Clerk of the Circuit Court. LCSA will not issue a construction permit for the project until the recorded Deed and plat are received by the Department of Land Development Programs.



## "LCSA Only" Easement Process



## V. LCSA/COUNTY OF LOUDOUN JOINT EASEMENTS (SIGNATURE DEEDS)

In August 1997, LCSA's Department of Land Development Programs (then Department of Engineering Development) and the Loudoun County Department of Building and Development entered into an agreement whereby a joint easement plat and deed would be utilized in acquiring easements for land development projects where both LCSA and County easements are being dedicated. This is referred to as the "Signature Deed" process.

### A. Review and Approval of Draft Deed and Plat

The plat and draft deed documents are submitted to the Loudoun County Department of Building and Development in support of an active land development application, and a copy of the plat and deed are forwarded by the County's Project Manager for the project to LCSA for referral review at the same time they are being reviewed by the Office of the County Attorney. LCSA will not review plats and deeds dedicating LCSA easements until the Authority has approved the Utility Extension Request (LCSA construction plans) for the project, or until the LCSA Project Engineer is assured that the easement locations will not change. Once the plat and deed have been approved by LCSA and the Countys, a signature deed package is submitted by the applicant to LCSA for execution. Deeds and/or plats are not submitted directly to LCSA until they have been approved by all parties and are ready for execution.

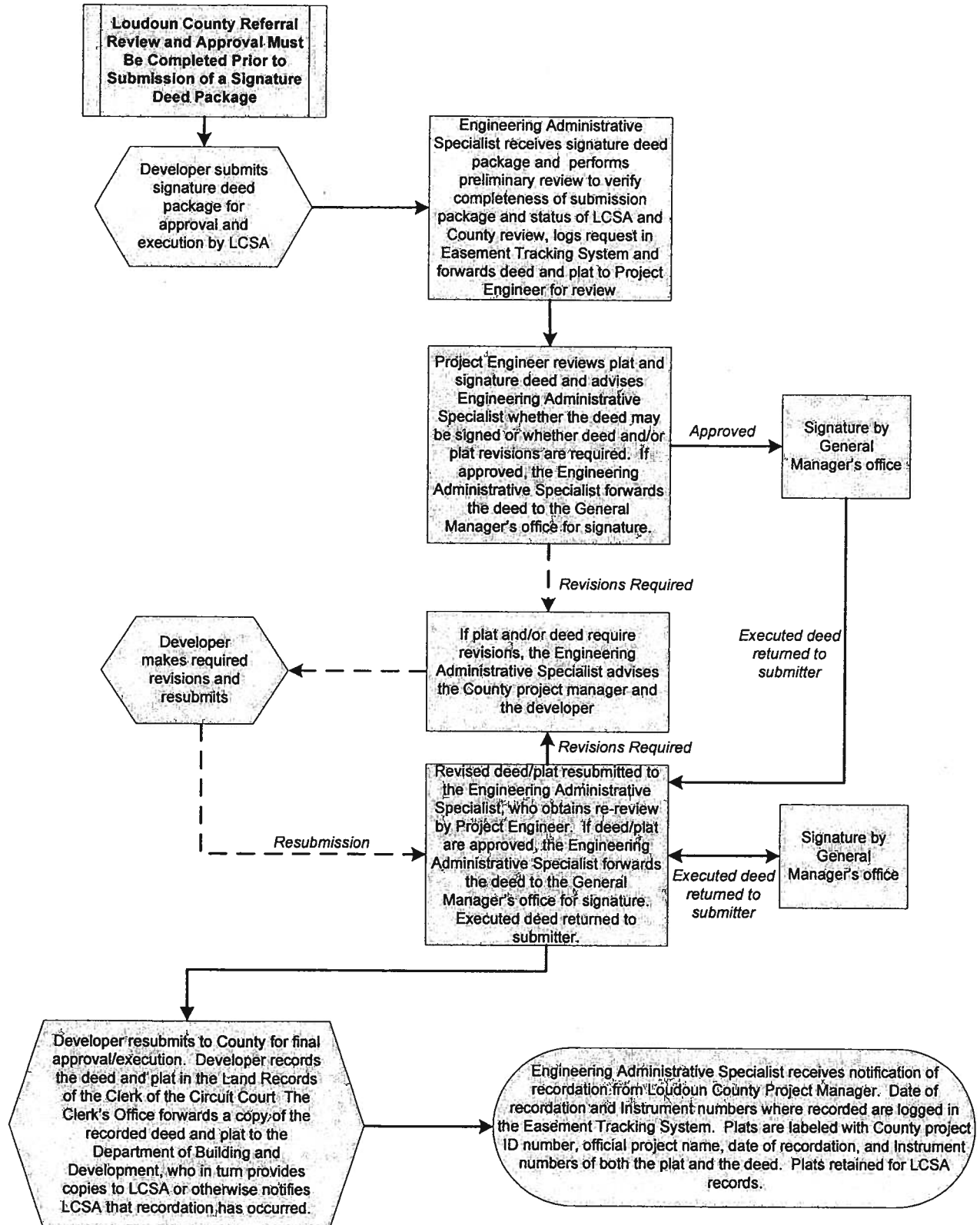
- **Residential Subdivisions.** For residential subdivisions, easements typically are dedicated as part of a subdivision record plat (SBRD), subdivision preliminary/record plat (SBPR), subdivision waiver (SBWV), or family subdivision (SBFM) application.
- **Non-Residential Site Plans.** For multi-family residential projects or non-residential projects, easements typically are dedicated as part of a site plan (STPL) application, an easement plat (ESMT), or a dedication plat (DEDI) in conjunction with an STPL application.

### B. Deed Language for LCSA Easements

The required standard deed language that must be included in all deeds processed through the Signature Deed process may be found in Appendix 4.



## LCSA Signature Deed Process



### C. Notary Block

Effective July 1, 2007, the Commonwealth of Virginia notary public laws require notary blocks to be on the same page as the signature being notarized and that the notary's registration number appear on each notarial statement.

### D. Signature Deed Process

#### 1. Responsibility

All signature deeds for are submitted to the Engineering Administrative Specialist (EAS) in the Engineering Division's Department of Land Development Programs.

#### 2. Signature Deed Package

The signature deed package should be submitted to the EAS in LCSA's Department of Land Development Programs and must contain the following items before it is accepted for processing by LCSA. **ONLY those items listed should be submitted. If additional items are included in the package, or if the package is incomplete, the entire package will be returned without processing.**

- ✓ A completed LCSA Signature Deed Request and Checklist form (Appendix 5), which is available on LCSA website—[www.lcsa.org](http://www.lcsa.org).
- ✓ The original deed, with original signatures of all parties except the County and LCSA.
- ✓ One copy of the approved version of the plat with the most recent revision date.
- ✓ One copy of the County Attorney's letter approving the deed and plat as to form.
- ✓ One copy of the County Project Manager's request for signature deeds. This must be may a printed copy of an e-mail, but it must be included in the deed package.

#### 3. Final Review and Execution

Applicants should allow a minimum of 5 working days for LCSA to process signature deed requests. If inconsistencies are found during





final review of the deed and/or plat, the applicant and the County Project Manager will be notified, and the signature deed package will be returned for the necessary revisions. The County Project Manager and LCSA Engineering Administrative Specialist will determine whether additional referral review is required prior to resubmission of the signature deed package. The subsequent signature deed package will be considered a new submission.

Once the final review has been completed and the deed and plat determined to be accurate, the deed is forwarded to the General Manager's office for execution.

Only the original deed is returned to the applicant. The remaining package and plat are retained for LCSA's files until a copy of the recorded plat is received by the EAS from the County project manager.

The required standard deed language that must be included in all deeds, as well as standard easement paragraphs, may be found in Appendix 4.



## **APPENDIX 1.0**

### **STANDARD "LCSA ONLY" EASEMENT DOCUMENTS**

Developers have the option of submitting Deeds of Easement prepared by their attorneys or of completing the appropriate standard LCSA Deed of Easement, which follow and may be found as Microsoft Word documents on LCSA's website, [www.lcsa.org](http://www.lcsa.org). If an attorney prepares the deed, it must include all the language of the standard LCSA document with no alterations.

- 1.1 Deed of Easement (Water)
- 1.2 Deed of Easement (Sewer)
- 1.3 Deed of Easement (Water and Sewer)
- 1.4 Deed of Easement and Vacation (Water)
- 1.5 Deed of Easement and Vacation (Sewer)



## RECORDATION COVER SHEET

TYPE OF INSTRUMENT: DEED OF EASEMENT (WATER)

DATE OF INSTRUMENT:

GRANTOR(S):

GRANTEE(S):

LCSA PROJECT NAME:

LCSA PROJECT ID:

TAX MAP/PARCEL(S):

PROPERTY ID NUMBER(S):

LOCATION:

LOUDOUN COUNTY, VIRGINIA

INSTRUMENT NUMBER WHERE  
PROPERTY ACQUIRED:

ATTACHED PLAT PREPARED BY:

PREPARER'S PLAT NUMBER:

DATE OF PLAT:

REVISED THROUGH:

INSTRUMENT PREPARED BY:

RETURN TO:

LOUDOUN COUNTY SANITATION AUTHORITY  
880 HARRISON STREET, S.E.  
P. O. BOX 4000  
LEESBURG, VIRGINIA 20175-4099  
**BOX 45**  
58.1-811(3)



Project Name:  
LCSA Project Number:

### DEED OF EASEMENT (WATER)

THIS DEED OF EASEMENT is made and entered this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_, party of the first part, also called Owner(s); and **LOUDOUN COUNTY SANITATION AUTHORITY**, a body corporate and politic, party of the second part, also called Authority.

WHEREAS, \_\_\_\_\_ is the owner(s) of certain real property located in Loudoun County, Virginia, described as MCPI \_\_\_\_\_.

NOW, THEREFORE, this Deed of Easement

#### WITNESSETH:

That for and in consideration of the sum of One Dollar (\$1.00) cash in hand paid, the receipt of which is hereby acknowledged, the Owner(s) does grant and convey unto the Authority, its successors and assigns, an easement and right-of-way for the purpose of installing, constructing, operating, maintaining, adding to or altering and replacing present or future water mains, including fire hydrants, valves, meters, and other appurtenant facilities, for the transmission and distribution of water through, upon, and across the property of the Owner(s), said property and easement being more particularly bounded and described on plat number \_\_\_\_\_, dated \_\_\_\_\_, prepared by \_\_\_\_\_, of \_\_\_\_\_, Virginia, attached hereto and made a part hereof, subject to the following conditions:

1. All water mains and appurtenant facilities which are installed in the easement and right-of-way shall be and remain the property of the Authority, its successors and assigns.
2. The Authority and its agents shall have full and free use of the said easement and right-of-way for the purposes named, and shall have all rights and privileges reasonably necessary to the exercise of the easement and right-of-way, including the right of access to and from the right-of-way and the right to use abutting land adjoining the easement when necessary; provided, however, that this right to use abutting land shall be exercised only during periods of actual construction or maintenance, and then only to the minimum extent necessary for such construction and maintenance, and further, this right shall not be construed to allow the Authority to erect any building or structure of a permanent nature on such abutting land.
3. The Authority shall have the right to trim, cut and remove trees, shrubbery, fences, structures, or other facilities in or abutting the easement being conveyed, deemed by it to interfere with the proper and efficient construction, operation and maintenance of said water mains and appurtenant facilities; provided, however, that the Authority, at its own expense, shall restore as nearly as possible to their original condition all lands or premises included within or abutting the



said easement which are disturbed in any manner by the construction, operation and maintenance of said water mains and appurtenant facilities. Such restoration shall include the backfilling of trenches, the replacement of fences, the reseeding or resodding of lawns or pasture areas, the replacement of shrubbery and the replacement of structures and other facilities located without the easement, but shall not include the replacement of trees or the replacement of structures and other facilities located within the easement.

4. The Owner(s) reserves the right to construct and maintain roadways over said easement and to make any use of the easement herein granted which may not be inconsistent with the rights herein conveyed, or interfere with the use of said easement by the Authority for the purposes named; provided, however, that the Owner(s) shall not erect any buildings or other structure, excepting a fence, on the easement without obtaining the prior written approval of the Authority.

WITNESS the following signatures and seals:

[COMPANY NAME]

\_\_\_\_\_(SEAL)  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_,  
CITY/COUNTY OF \_\_\_\_\_, to-wit:

I, \_\_\_\_\_, a Notary Public in and for the City/County of \_\_\_\_\_, State of \_\_\_\_\_, whose commission as such will expire on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, do hereby certify that this day personally appeared before me in my City/County and State aforesaid, \_\_\_\_\_, whose name(s) is or are signed to the foregoing and hereunto annexed agreement bearing date of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and acknowledged the same before me.

GIVEN under my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

(SEAL)



LOUDOUN COUNTY SANITATION AUTHORITY

\_\_\_\_\_(SEAL)  
Dale C. Hammes, General Manager

STATE OF \_\_\_\_\_,  
CITY/COUNTY OF \_\_\_\_\_, to-wit:

I, \_\_\_\_\_, a Notary Public in and for the City/County of \_\_\_\_\_, State of \_\_\_\_\_ whose commission as such will expire on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, do hereby certify that this day personally appeared before me in my City/County and State aforesaid, \_\_\_\_\_, whose name(s) is or are signed to the foregoing and hereunto annexed agreement bearing date of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and acknowledged the same before me.

GIVEN under my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

(SEAL)





## RECORDATION COVER SHEET

TYPE OF INSTRUMENT: DEED OF EASEMENT (SEWER)

DATE OF INSTRUMENT:

GRANTOR(S):

GRANTEE(S):

LCSA PROJECT NAME:

LCSA PROJECT ID:

TAX MAP/PARCEL(S):

PROPERTY ID NUMBER(S):

LOCATION:

LOUDOUN COUNTY, VIRGINIA

INSTRUMENT NUMBER WHERE  
PROPERTY ACQUIRED:

ATTACHED PLAT PREPARED BY:  
PREPARER'S PLAT NUMBER:  
DATE OF PLAT:  
REVISED THROUGH:

INSTRUMENT PREPARED BY:

RETURN TO:

**LOUDOUN COUNTY SANITATION AUTHORITY  
880 HARRISON STREET, S.E.  
P. O. BOX 4000  
LEESBURG, VIRGINIA 20175-4099  
BOX 45  
58.1-811(3)**



Project Name:  
LCSA Project Number:

### DEED OF EASEMENT (SEWER)

THIS DEED OF EASEMENT is made and entered this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_, party of the first part, also called "Owners", and **LOUDOUN COUNTY SANITATION AUTHORITY**, a body corporate and politic, party of the second part, also called "Authority".

WHEREAS, \_\_\_\_\_ is the owner(s) of certain real property located in Loudoun County, Virginia, described as MCPI \_\_\_\_\_.

NOW THEREFORE, this Deed of Easement

#### WITNESSETH:

That for and in consideration of the sum of One Dollar (\$1.00) cash in hand paid, the receipt of which is hereby acknowledged, the Owners do grant and convey unto the Authority, its successors and assigns, an easement and right-of-way for the purpose of installing, constructing, operating, maintaining, adding to or altering and replacing present or future sewer lines, including manholes and other appurtenant facilities for the collection of sewage and its transmission through and across the property of the Owners, said property and easement being more particularly bounded and described on plat number \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_\_\_, prepared by \_\_\_\_\_, of \_\_\_\_\_, Virginia, attached hereto and made a part hereof. The easement is subject to the following conditions:

1. All sewers, manholes, and appurtenant facilities which are installed in the easement and right-of-way shall be and remain the property of the Authority, its successors and assigns.
2. The Authority and its agents shall have full and free use of the said easement and right-of-way for the purposes named, and shall have all rights and privileges reasonably necessary to the exercise of the easement and right-of-way, including the right of access to and from the right-of-way and the right to use abutting land adjoining the easement when necessary; provided, however, that this right to use abutting land shall be exercised only during periods of actual construction or maintenance, and then only to the minimum extent necessary for such construction and maintenance, and further, this right shall not be construed to allow the Authority to erect any building or structure of a permanent nature on such abutting land.
3. The Authority shall have the right to trim, cut and remove trees, shrubbery, fences, structures or other obstructions or facilities in or near the easement being conveyed, deemed by it to interfere with the proper and efficient construction, operation and maintenance of said sewers and





appurtenant facilities; provided, however, that the Authority, at its own expense, shall restore, as nearly as possible, the premises to their original condition, such restoration including the backfilling of trenches, the replacement of fences and the reseeding or resodding of lawns or pasture areas, and the replacement of shrubbery, but shall not include the replacement of structures, trees or other obstructions.

4. The Owners reserve the right to construct and maintain roadways over said easement and to make any use of the easement herein granted which may not be inconsistent with the rights herein conveyed, or interfere with the use of said easement by the Authority for the purposes named; provided, however, that the Owners shall not erect any building or other structure, excepting a fence, on the easement without obtaining the prior written approval of the Authority.

WITNESS the following signatures and seals:

[COMPANY NAME]

(SEAL)

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_,  
CITY/COUNTY OF \_\_\_\_\_, to-wit:

I, \_\_\_\_\_, a Notary Public in and for the City/County of \_\_\_\_\_, State of \_\_\_\_\_ whose commission as such will expire on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, do hereby certify that this day personally appeared before me in my City/County and State aforesaid, \_\_\_\_\_, whose name(s) is or are signed to the foregoing and hereunto annexed agreement bearing date of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and acknowledged the same before me.

GIVEN under my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

(SEAL)



LOUDOUN COUNTY SANITATION AUTHORITY

\_\_\_\_\_(SEAL)  
Dale C. Hammes, General Manager

STATE OF \_\_\_\_\_,  
CITY/COUNTY OF \_\_\_\_\_, to-wit:

I, \_\_\_\_\_, a Notary Public in and for the City/County of \_\_\_\_\_, State of \_\_\_\_\_ whose commission as such will expire on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, do hereby certify that this day personally appeared before me in my City/County and State aforesaid, \_\_\_\_\_, whose name(s) is or are signed to the foregoing and hereunto annexed agreement bearing date of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and acknowledged the same before me.

GIVEN under my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

(SEAL)



**DEVELOPER'S GUIDE TO LCSA EASEMENTS**

## **RECORDATION COVER SHEET**

TYPE OF INSTRUMENT: DEED OF EASEMENT (WATER AND SEWER)

DATE OF INSTRUMENT:

GRANTOR(S):

GRANTEE(S):

LCSA PROJECT NAME:

LCSA PROJECT ID:

TAX MAP/PARCEL(S):

PROPERTY ID NUMBER(S):

LOCATION:

LOUDOUN COUNTY, VIRGINIA

INSTRUMENT NUMBER WHERE  
PROPERTY ACQUIRED:

ATTACHED PLAT PREPARED BY:  
PREPARER'S PLAT NUMBER:  
DATE OF PLAT:  
REVISED THROUGH:

INSTRUMENT PREPARED BY:

RETURN TO:

**LOUDOUN COUNTY SANITATION AUTHORITY  
880 HARRISON STREET, S.E.  
P. O. BOX 4000  
LEESBURG, VIRGINIA 20175-4099  
BOX 45  
58.1-811(3)**



Project Name:  
LCSA Project Number:

### **DEED OF EASEMENT (WATER AND SEWER)**

THIS DEED OF EASEMENT is made and entered this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_, party of the first part, also called Owners, and **LOUDOUN COUNTY SANITATION AUTHORITY**, a body corporate and politic, party of the second part, also called Authority.

WHEREAS, \_\_\_\_\_ is the owner(s) of certain real property located in Loudoun County, Virginia, described at MCPI \_\_\_\_\_.

NOW THEREFORE, this Deed of Easement

#### W I T N E S S E T H:

That for and in consideration of the sum of One Dollar (\$1.00) cash in hand paid, the receipt of which is hereby acknowledged, the Owners do grant and convey unto the Authority, its successors and assigns, an easement and right-of-way for the purpose of installing, constructing, operating, maintaining, adding to or altering and replacing present or future water mains, including fire hydrants, valves, meters, and other appurtenant facilities, for the transmission and distribution of water, through, upon and across the property of the Owners, said property and easement being more particularly bounded and described on plat number \_\_\_\_\_ dated \_\_\_\_\_, 20\_\_\_\_, prepared by \_\_\_\_\_ of \_\_\_\_\_, Virginia, attached hereto and made a part hereof. The Owners do further grant and convey unto the Authority an easement and right-of-way for the purpose of installing, constructing, operating, maintaining, adding to or altering and replacing present or future sewer lines, including manholes and other appurtenant facilities for the collection of sewage and its transmission through and across the property of the Owners, said property and easement being more particularly bounded and described on the plat attached hereto and made a part hereof. The easements are subject to the following conditions:

1. All water mains and appurtenant facilities which are installed in the easements and rights-of-way shall be and remain the property of the Authority, its successors and assigns.
2. All sewers, manholes, and appurtenant facilities which are installed in the easements and rights-of-way shall be and remain the property of the Authority, its successors and assigns.
3. The Authority and its agents shall have full and free use of the said easements and rights-of-way for the purposes named, and shall have all rights and privileges reasonably necessary to the exercise of the easements and rights-of-way, including the right of access to and from the rights-of-way and the right to use abutting land adjoining the easements when necessary; provided,



however, that this right to use abutting land shall be exercised only during periods of actual construction or maintenance, and then only to the minimum extent necessary for such construction and maintenance, and further, this right shall not be construed to allow the Authority to erect any building or structure of a permanent nature on such abutting land.

4. The Authority shall have the right to trim, cut and remove trees, shrubbery, fences, structures or other obstructions or facilities in or near the easements being conveyed, deemed by it to interfere with the proper and efficient construction, operation and maintenance of said sewers and appurtenant facilities and/or the proper and efficient construction, operation and maintenance of said water mains and appurtenant facilities; provided, however, that the Authority, at its own expense, shall restore, as nearly as possible, the premises to their original condition, such restoration including the backfilling of trenches, the replacement of fences and the reseeding of lawns or pasture areas, and the replacement of shrubbery, but shall not include the replacement of structures, trees or other obstructions.

5. The Owners reserve the right to construct and maintain roadways over said easements and to make any use of the easements herein granted which may not be inconsistent with the rights herein conveyed, or interfere with the use of said easements by the Authority for the purposes named; provided, however, that the Owners shall not erect any building or other structure, excepting a fence, on the easements without obtaining the prior written approval of the Authority.

WITNESS the following signatures and seals:

[COMPANY NAME]

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_  
CITY/COUNTY OF \_\_\_\_\_, to-wit:

I, \_\_\_\_\_, a Notary Public in and for the City/County of \_\_\_\_\_, State of \_\_\_\_\_, whose commission as such will expire on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, do hereby certify that this day personally appeared before me in my City/County and State aforesaid, \_\_\_\_\_, whose name(s) is or are signed to the foregoing and hereunto annexed deed bearing date of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and acknowledged the same before me.

GIVEN under my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(SEAL)

\_\_\_\_\_  
Notary Public



LOUDOUN COUNTY SANITATION AUTHORITY

\_\_\_\_\_(SEAL)  
Dale C. Hammes, General Manager

STATE OF \_\_\_\_\_,  
CITY/COUNTY OF \_\_\_\_\_, to-wit:

I, \_\_\_\_\_, a Notary Public in and for the City/County of \_\_\_\_\_, State of \_\_\_\_\_ whose commission as such will expire on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, do hereby certify that this day personally appeared before me in my City/County and State aforesaid, \_\_\_\_\_, whose name(s) is or are signed to the foregoing and hereunto annexed agreement bearing date of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and acknowledged the same before me.

GIVEN under my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

(SEAL)



**DEVELOPER'S GUIDE TO LCSA EASEMENTS**

**RECORDATION COVER SHEET**

TYPE OF INSTRUMENT: DEED OF EASEMENT AND VACATION (WATER)  
DATE OF INSTRUMENT:

GRANTOR(S):

GRANTEE(S):

LCSA PROJECT NAME:

LCSA PROJECT ID:

TAX MAP/PARCEL(S):

PROPERTY ID NUMBER(S):

LOCATION:

LOUDOUN COUNTY, VIRGINIA

INSTRUMENT NUMBER WHERE  
PROPERTY ACQUIRED:

ATTACHED PLAT PREPARED BY:  
PREPARER'S PLAT NUMBER:  
DATE OF PLAT:  
REVISED THROUGH:

INSTRUMENT PREPARED BY:

RETURN TO:

**LOUDOUN COUNTY SANITATION AUTHORITY  
880 HARRISION STREET, S.E.  
P. O. BOX 4000  
LEESBURG, VIRGINIA 20175-4099  
BOX 45  
58.1-811(3)**



Project Name:  
LCSA Project Number:  
MCPI:

**DEED OF EASEMENT AND DEED OF VACATION (WATER)**

THIS DEED OF EASEMENT AND DEED OF VACATION, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **LOUDOUN COUNTY SANITATION AUTHORITY**, a body corporate and politic, hereinafter called "the Authority", party of the first part; and \_\_\_\_\_, party of the second part.

WITNESSETH:

WHEREAS, the party of the second part is the owner(s) of the hereinafter described property, by a certain Deed recorded in Deed Book \_\_\_\_\_ at Page \_\_\_\_\_ [or *Instrument Number*], et seq., of the land records of Loudoun County, Virginia; and

WHEREAS, it is the desire and intent of the party of the second part hereto to grant and convey unto the Authority, the waterline easements in the locations as shown on the plat attached hereto and as hereinafter provided.

WHEREAS, it is the desire and intent of the Authority, to vacate a certain existing waterline easement(s) in the location(s) shown on the plat attached hereto and as hereinafter provided.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00), cash in hand paid, the receipt of which is hereby acknowledged, the party of the second part does hereby grant and convey unto the Authority, its successors and assigns, an easement and right-of-way for the purpose of installing, constructing, operating, maintaining, adding to or altering and replacing present or future water mains, including fire hydrants, valves, meters, and other appurtenant facilities, for the transmission and distribution of water, through, upon and across the property of the party of the second part, said property and easement being more particularly bounded and described on the plat attached hereto and made a part hereof, subject to the following conditions:

1. All water mains and appurtenant facilities which are installed in the easement and right-of-way shall be and remain the property of the Authority, its successors and assigns.
2. The Authority and its agents shall have full and free use of the said easement and right-of-way for the purposes named, and shall have all rights and privileges reasonably necessary to the exercise of the easement and right-of-way, including the right of access to and from the right-of-way and the right to use abutting land adjoining the easement when necessary; provided, however, that this right to use abutting land shall be exercised only during periods of actual construction or maintenance, and then only to the minimum extent necessary for such construction and maintenance.





nance; and further, this right shall not be construed to allow the Authority to erect any building or structure of a permanent nature on such abutting land.

3. The Authority shall have the right to trim, cut and remove trees, shrubbery, fences, structures or other facilities in or abutting the easement being conveyed, deemed by it to interfere with proper and efficient construction, operation and maintenance of said water mains and appurtenant facilities; provided, however, that the Authority, at its own expense, shall restore, as nearly as possible, to their original condition all land or premises included within or abutting the said easement which are disturbed in any manner by the construction, operation and maintenance of said water mains and appurtenant facilities. Such restoration shall include the backfilling of trenches, the replacement of fences, the reseeding or resodding of lawns or pasture areas, the replacement of shrubbery and the replacement of structures and other facilities located without the easement, but shall not include the replacement of trees or the replacement of structures and other facilities located within the easement.

4. The party of the second part reserves the right to construct and maintain roadways over said easement and to make any use of the easement herein granted which may not be inconsistent with the rights herein conveyed, or interfere with the use of said easement by the Authority for the purposes named; provided, however, that the party of the second part shall not erect any building or other structure, excepting a fence, on the easement without obtaining the prior written approval of the Authority.

5. In the event the Authority, its successors and assigns, should permanently cease using the easement herein granted for public water supply purposes, then all rights with respect to this easement shall revert to the party of the second part, its successors or assigns.

THIS DEED FURTHER WITNESSETH that for and in consideration of the sum of One Dollar (\$1.00), cash in hand paid, the receipt and sufficiency of which is hereby acknowledged, the Authority hereby vacates, quitclaims, and releases all of its right, title and interest in and to the portion of the waterline easement, as shown on the plat attached hereto and made a part hereof.

THIS DEED OF EASEMENT AND DEED OF VACATION is made in accordance with the statutes made and provided in such cases, with the approval of the proper authorities of the Authority, as shown by the signatures affixed hereto, and is in accordance with the free consent and desire of the party of the second part, sole owner and proprietor of the land embraced within the bounds of said dedication.

WITNESS the following signatures and seals:



CORPORATE SEAL

ATTEST:

LOUDOUN COUNTY SANITATION AUTHORITY

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Dale C. Hammes, General Manager (SEAL)

STATE OF \_\_\_\_\_,  
CITY/COUNTY OF \_\_\_\_\_, to-wit:

I, \_\_\_\_\_, a Notary Public in and for the City/County of \_\_\_\_\_, State of \_\_\_\_\_ whose commission as such will expire on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, do hereby certify that this day personally appeared before me in my City/County and State aforesaid, \_\_\_\_\_, whose name(s) is or are signed to the foregoing and hereunto annexed agreement bearing date of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and acknowledged the same before me.

GIVEN under my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

(SEAL)



ATTEST:

[COMPANY NAME]

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_,  
CITY/COUNTY OF \_\_\_\_\_, to-wit:

I, \_\_\_\_\_, a Notary Public in and for the City/County of \_\_\_\_\_, State of \_\_\_\_\_ whose commission as such will expire on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, do hereby certify that this day personally appeared before me in my City/County and State aforesaid, \_\_\_\_\_, whose name(s) is or are signed to the foregoing and hereunto annexed agreement bearing date of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and acknowledged the same before me.

GIVEN under my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

(SEAL)



**DEVELOPER'S GUIDE TO LCSA EASEMENTS**

**RECORDATION COVER SHEET**

TYPE OF INSTRUMENT: DEED OF EASEMENT AND VACATION (SEWER)  
DATE OF INSTRUMENT:

GRANTOR(S):

GRANTEE(S):

LCSA PROJECT NAME:

LCSA PROJECT ID:

TAX MAP/PARCEL(S):

PROPERTY ID NUMBER(S):

LOCATION:

LOUDOUN COUNTY, VIRGINIA

INSTRUMENT NUMBER WHERE  
PROPERTY ACQUIRED:

ATTACHED PLAT PREPARED BY:  
PREPARER'S PLAT NUMBER:  
DATE OF PLAT:  
REVISED THROUGH:

INSTRUMENT PREPARED BY:

RETURN TO:

LOUDOUN COUNTY SANITATION AUTHORITY  
880 HARRISON STREET, S.E.  
P. O. BOX 4000  
LEESBURG, VIRGINIA 20175-4099  
**BOX 45**  
58.1-811(3)



Project Name :  
LCSA Project Number:  
MCPI:

**DEED OF EASEMENT AND DEED OF VACATION (SEWER)**

THIS DEED OF EASEMENT AND DEED OF VACATION, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **LOUDOUN COUNTY SANITATION AUTHORITY**, a body corporate and politic, hereinafter called "the Authority", party of the first part; and \_\_\_\_\_ party of the second part.

**WITNESSETH:**

WHEREAS, the party of the second part is the owner of the hereinafter described property, by a certain Deed recorded in Deed Book \_\_\_\_\_ at Page \_\_\_\_\_ [*or Instrument Number*], et seq., of the land records of Loudoun County, Virginia; and

WHEREAS, it is the desire and intent of the party of the second part hereto to grant and convey unto the Authority, the sanitary sewer easements in the locations as shown on the plat attached hereto and as hereinafter provided.

WHEREAS, it is the desire and intent of the Authority to vacate a certain existing sanitary sewer easement(s) in the location(s) shown on the plat attached hereto and as hereinafter provided.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00), cash in hand paid, the receipt of which is hereby acknowledged, the party of the second part does hereby grant and convey unto the Authority, its successors and assigns, a sanitary sewer easement and right-of-way for the purpose of installing, constructing, operating, maintaining, adding to or altering and replacing present or future sewer lines, manholes and other appurtenant facilities for the collection of sewage and its transmission through and across the property of the party of the second part, said property and easement being more particularly bounded and described on the plat attached hereto and made a part hereof. The easement is subject to the following conditions:

1. All sewers, manholes and appurtenant facilities which are installed in the easement and right-of-way shall be and remain the property of the Authority, its successors and assigns.

2. The Authority and its agents shall have full and free use of the said easement and right-of-way for the purposes named, and shall have all rights and privileges reasonably necessary to the exercise of the easement and right-of-way, including the right of access to and from the right-of-way and right to use abutting land adjoining the easement when necessary; provided, however, that this right to use abutting land shall be exercised only during periods of actual construction or maintenance, and then only to the minimum extent necessary for such construction and maintenance; and further, this right shall not be construed to allow the Authority to erect any building or structure of a permanent nature on such abutting land.



3. The Authority shall have the right to trim, cut and remove trees, shrubbery, fences, structures or other obstructions or facilities in or near the easement being conveyed, deemed by it to interfere with the proper and efficient construction, operation and maintenance of said sewers and appurtenant facilities; provided, however, that the Authority, at its own expense, shall restore, as nearly as possible, the premises to their original condition, such restoration including the backfilling of trenches, the replacement of fences and the reseeding or resodding of lawns or pasture areas, and the replacement of shrubbery, but shall not include the replacement of structures, trees or other obstructions.

4. The party of the second part reserves the right to construct and maintain roadways over said easement and to make any use of the easement herein granted which may not be inconsistent with the rights herein conveyed, or interfere with the use of the said easement by the Authority for the purposes named; provided, however, that the party of the second part shall not erect any building or other structure, excepting a fence, on the easement without obtaining the prior written approval of the Authority.

5. In the event the Authority, its successors or assigns, should permanently cease using the easement herein granted for sanitary sewer service purposes, then all rights with respect to this easement shall revert to the party of the second part, its successors or assigns.

THIS DEED FURTHER WITNESSETH that for and in consideration of the sum of One Dollar (\$1.00), cash in hand paid, the receipt and sufficiency of which is hereby acknowledged, the Authority hereby vacates, quitclaims, and releases all of its right, title and interest in and to the portion of the sanitary sewer easement, as shown on the plat attached hereto and made a part hereof.

THIS DEED OF EASEMENT AND DEED OF VACATION is made in accordance with the statutes made and provided in such cases, with the approval of the proper authorities of the Authority, as shown by the signatures affixed hereto and to the plat attached hereto, and is in accordance with the free consent and desire of the party of the second part, sole owner and proprietor of the land embraced within the bounds of said dedication.

WITNESS the following signatures and seals:

CORPORATE SEAL



ATTEST:

LOUDOUN COUNTY SANITATION AUTHORITY

Secretary

(SEAL)  
Dale C. Hammes, General Manager

STATE OF \_\_\_\_\_,  
CITY/COUNTY OF \_\_\_\_\_, to-wit:

I, \_\_\_\_\_, a Notary Public in and for the City/County of \_\_\_\_\_, State of \_\_\_\_\_ whose commission as such will expire on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, do hereby certify that this day personally appeared before me in my City/County and State aforesaid, \_\_\_\_\_, whose name(s) is or are signed to the foregoing and hereunto annexed agreement bearing date of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and acknowledged the same before me.

GIVEN under my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

(SEAL)



**DEVELOPER'S GUIDE TO LCSA EASEMENTS**

ATTEST:

[COMPANY NAME]

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_,  
CITY/COUNTY OF \_\_\_\_\_, to-wit:

I, \_\_\_\_\_, a Notary Public in and for the City/County of \_\_\_\_\_, State of \_\_\_\_\_ whose commission as such will expire on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, do hereby certify that this day personally appeared before me in my City/County and State aforesaid, \_\_\_\_\_, whose name(s) is or are signed to the foregoing and hereunto annexed agreement bearing date of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and acknowledged the same before me.

GIVEN under my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

(SEAL)







## Loudoun County Sanitation Authority

### "LCSA ONLY" EASEMENT PROCESSING REQUEST

Please complete this request and attach it to your easement package (see submission requirements below). A separate form must accompany each easement document. If additional space is required, please attach a separate sheet. Please allow 10-15 business days for review.

PLEASE PRINT

LCSA Project ID Number: \_\_\_\_\_  
 Complete Project Name: \_\_\_\_\_  
 \_\_\_\_\_

Please check the appropriate box indicating the type of submission:

- ☐ Review and approval of draft deed and easement plat (must occur prior to submission of deed execution package)  
☐ Deed execution

Submitter's Name: \_\_\_\_\_  
 Submitter's Telephone Number: \_\_\_\_\_  
 Submitter's E-Mail Address: \_\_\_\_\_

You will be notified by E-Mail when your executed deed is ready for pickup. If you prefer to be notified by phone, please check here ☐

### Submission Requirements Checklist

The following items must be included in your submission package. INCLUDE ONLY THOSE ITEMS LISTED. Submission of additional items will result in the package being returned without processing.

#### Deed Review Package

- ☐ Completed Processing Request form
- ☐ One copy of the draft deed
- ☐ One copy of the draft plat
- ☐ One copy of the Title Report for each PIN Number that is subject to the easement(s)

#### Deed Execution Package

- ☐ Completed Processing Request form
- ☐ Original Deed, with all signatures except LCSA
- ☐ Minimum of three (3) copies of the easement plat, with the most recent revision date and surveyor's seal and signature

LCSA is sensitive to the importance of obtaining executed deeds in a timely fashion and makes every effort to process these requests as expeditiously as possible. However, please keep in mind that delays do occur. Please allow a minimum of 5 business days for the processing of your request.



# Loudoun County Sanitation Authority

## LCSA EASEMENT PLAT CHECKLIST

Date: \_\_\_\_\_  
 LCSA Project ID: \_\_\_\_\_  
 Project Name: \_\_\_\_\_  
 \_\_\_\_\_  
 LCSA Project Engineer: \_\_\_\_\_  
 Plat Preparer: \_\_\_\_\_  
 \_\_\_\_\_

*Easement plats dedicating LCSA easements must meet the following requirements. Plats must be prepared by a professional land surveyor.*

Item No.	Description	Addressed? Y or N	Comments
1	<b>Sheet Size:</b> 18 inches x 24 inches, with appropriate match lines		
2	<b>Scale:</b> Plat scale shall be as follows and shall be identified on the plat: a. Lots less than ¼ acre: 1 inch = no more than 50 feet b. Lots ¼ acre to 3 acres: 1 inch = no more than 100 feet c. Lots greater than 3 acres: 1 inch = no more than 200 feet		
3	<b>North arrow.</b>		
4	<b>Date of plat preparation.</b>		
5	<b>Revision block:</b> Must provide space for the revision number, description of the revision, and date of revision.		
6	<b>Project Name:</b> Where applicable, the subdivision name should also be included.		
7	<b>Property Owner(s) of Record:</b> Must include each owners' mailing address. If more than one owner and one parcel are shown on the plat, the owner of each parcel must be identified.		
8	<b>Deed Book/Page References or Instrument Numbers of Conveyance to Current Owner(s) of Record.</b>		
9	<b>PIN numbers for the property that is the subject of the dedication.</b>		
10	<b>Adjacent Parcels:</b> PIN numbers and owner(s) of each adjacent parcel.		
11	<b>Name and address of the engineering or surveying firm who prepared the plat.</b>		
12	<b>Names and State Route Numbers (if applicable) of adjacent streets.</b>		

Department of Land Development Programs  
 Engineering Division  
 880 Harrison Street, N.E., P.O. Box 4000  
 Leesburg, Virginia 20177-1403

Phone: (571) 291-7700  
 Fax: (703) 779-2750  
[www.lcsa.org](http://www.lcsa.org)

LCSA Project ID: \_\_\_\_\_

**LCSA Easement Plat Checklist**

Page 2 of 2

Item No.	Description	Addressed? Y or N	Comments
13	Vicinity map at a scale of 1 inch = 1,000 feet.		
14	Virginia coordinate grid lines and grid numbers.		
15	Seal and signature of Professional Land Surveyor.		
16	<b>Existing and Proposed Easements.</b> The locations and dimensions of all existing and proposed easements (LCSA, County, utilities, etc.). Each easement shall be labeled and shall show dimensions in feet and decimals of a foot.		
17	<b>Parcel and Lot Lines.</b> Dimensions, block and lot numbers, and area of each parcel or lot. Dimensions shall be shown in feet and decimals of a foot. Acreage shall be shown to the nearest one hundredth of an acre.		
18	Names of Watercourses, if applicable.		

**APPENDIX 4.0**  
**STANDARD LCSA DEED LANGUAGE FOR EASEMENTS**  
**PROCESSED JOINTLY WITH LOUDOUN COUNTY**  
**AS PART OF A LAND DEVELOPMENT APPLICATION**

**LCSA EASEMENTS**

THIS DEED FURTHER WITNESSETH that in consideration of the premises and the sum of One Dollar (\$1.00), cash in hand paid, receipt of which is hereby acknowledged, Owner does hereby grant and convey unto the Authority, its successors and assigns, the easements as hereafter set forth in the respective locations as shown on the Plat, as follows:

***INSERT THE APPROPRIATE STANDARD WATER AND/OR SANITARY SEWER  
 PARAGRAPH(S) FROM APPENDIX 4.1  
 (Each paragraph to be itemized by letter, beginning with  
 "A. Waterline Easements" followed by  
 "B. Sanitary Sewer Easements" (if both are applicable),  
 then by temporary construction easements and other LCSA easements as appropriate.  
 If the type of easement required is not included in the standard paragraphs, contact the LCSA  
 Project Engineer or the Engineering Administrative Specialist.)***

The foregoing easements to the Authority are subject to the following conditions:

1. All water mains, sewer lines, and appurtenant facilities which are installed in easements shall be and remain the property of the Authority, its successors and assigns.
2. The Authority and its agents shall have full and free use of said easements for the purposes named, and shall have all rights and privileges reasonably necessary to the exercise of the easements, including right of access to and from the easements and the right to use adjoining land where necessary; provided, however, that this right to use adjoining land shall be exercised only during periods of actual construction or maintenance, and further, this right shall not be construed to allow the Authority to erect any building or structure of a permanent nature on such adjoining land.



3. The Authority shall have the right to trim, cut, and remove trees, shrubbery, fences, structures, or other obstructions or facilities in or near the easements being conveyed, deemed by it to interfere with the proper and efficient construction, operation, and maintenance of said water mains, sewer lines, and appurtenant facilities; provided, however, that the Authority, at its own expense, shall restore as nearly as possible to their original condition, all land or premises included within or adjoining said easements which are disturbed in any manner by the construction, operation, and maintenance of said water mains, sewer lines, and appurtenant facilities. Such restoration shall include backfilling of trenches, replacement of fences and shrubbery, reseeding or resodding of lawns or pasture areas, and replacement of structures and other facilities located without the easements, but shall not include the replacement of structures, trees, and other facilities located within the easements.
4. Owner reserves the right to construct and maintain roadways over said easements and to make use of the easements herein granted which may not be inconsistent with the rights herein conveyed or interfere with the use of said easements by the Authority for the purposes named, provided, however, that Owner shall not erect any building or other structures, except a fence, on the easements without the prior written approval of the Authority.



**APPENDIX 4.1**  
**STANDARD LCSA EASEMENT PARAGRAPHS FOR EASEMENTS**  
**PROCESSED JOINTLY WITH LOUDOUN COUNTY**  
**AS PART OF A LAND DEVELOPMENT APPLICATION**

The following paragraphs are for insertion as needed into the standard LCSA easement language for projects located within the Authority's central water and sanitary sewer systems and processed jointly with Loudoun County as part of a land development application. LCSA easements shall be clearly distinguishable from private easements or easements of the County of Loudoun, Virginia Department of Transportation (VDOT), or utilities.

**LCSA Waterline Easements**

Waterline easements for the purpose of constructing, operating, maintaining, adding to, altering, or replacing present or future water mains, including fire hydrants, valves, meters building service connections, and other appurtenant facilities for the transmission and distribution of water through, upon, and across the property of the Owner, said easements being more particularly bounded and described on the plat.

**LCSA Sanitary Sewer Easements**

Sanitary sewer easements for the purpose of constructing, operating, maintaining, adding to, altering, or replacing present or future sanitary sewer lines, including building connection lines, sanitary lateral lines, manholes, and all other appurtenant facilities necessary for the collection of sanitary sewage and its transmission through and across the property of the Owner, said easements being more particularly bounded an described on the plat.

**LCSA Temporary Waterline Construction Easements**

Temporary easements for the purpose of constructing water mains, including fire hydrants, valves, meters, building service connections, and other appurtenant facilities for the transmission and distribution of water through and across property adjacent to the temporary construction easement, said temporary construction easement being more particularly described on the plat. Such temporary easement shall be automatically vacated at the time the project is complete and accepted by the Authority.



**LCSA Temporary Sanitary Sewer Construction Easements**

Temporary easements for the purpose of constructing sanitary sewer mains, manholes, and other appurtenant facilities for the collection and transmission of wastewater through and across property adjacent to the temporary construction easement, said temporary construction easement being more particularly described on the plat. Such temporary easement shall be automatically vacated at the time the project is complete and accepted by the Authority.

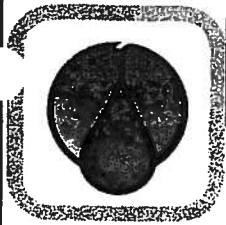
**LCSA Access and Utility Easements**

Easements for the purpose of accessing LCSA wells, sewage pumping stations, and other LCSA facilities and for the purpose of construction, operation, and maintenance of any telecommunications, electrical, or other utilities necessary to serve the water and sanitary sewer systems.

**Easements for Other LCSA Facilities**

Easements for LCSA facilities, such as pumping stations and water storage tanks, will be addressed as needed. Perpetual easements in lieu of fee simple ownership must be specifically approved by the Authority prior to Utility Extension Request (UER) design review. The deed language to address the easement will be specified by LCSA at the time of deed preparation and/or review.





## *Loudoun County Sanitation Authority*

### **Signature Deed Processing Request and Checklist**

Please complete this form and attach it to your deed package. A separate form must accompany each request.  
**PLEASE PRINT**

County Project ID Number: \_\_\_\_\_  
Complete Project Name: \_\_\_\_\_  
\_\_\_\_\_

Submitter's Name: \_\_\_\_\_  
Submitter's Telephone Number: \_\_\_\_\_  
Submitter's E-Mail Address: \_\_\_\_\_

You will be notified by E-Mail when your executed deed is ready for pickup. If you prefer to be notified by phone, please check here ☐

### **Submission Requirements Checklist**

The following items must be included in your submission package. **INCLUDE ONLY THOSE ITEMS LISTED.** Submission of additional items will result in the package being returned without processing. Only the original deed will be returned—all other items are retained for LCSA's files.

- ☐ Completed Signature Deed Processing Request and Checklist
- ☐ Original executed deed (*all signatures except the County and LCSA*)
- ☐ One (1) copy of the approved plat
- ☐ County Attorney's approval letter
- ☐ County Project Manager's request for signature deeds

LCSA is sensitive to the importance of obtaining executed deeds in a timely fashion and makes every effort to process these requests as expeditiously as possible. However, please keep in mind that delays do occur. Please allow a minimum of 3 to 5 business days for the processing of your request.